PORSE 11,3,31.7.1° ;

The Port of Portland

DRY DOCKAGE SALES RE-CAPITULATION



For the Month of June, 1949

Debit-	Accounts Receivable	A	29	\$ 3,061.87 1
Debit-	Distribution Ledger	F	29	
Debit-		_	_	

Credit- pockage Earnings

Q 15 3,061.87°

THURING THE THE THEFT THEFT THE THEFT TH

Dockage Statistics:	Number Docked	Ton Days
Seagoing Vessels	3	22,296
River Boats, Barges, etc.	9	3,517
TOTALS	12	25,813

M JUN 6 DJ 4 5-7 6 Wer 132.40 Jule

M JUN 3 DJ 4 5-7 7 M 100.00 DJule

JUN 1 DJ 4 5-7 8 M 71 8.10 actions

M JUN 1 DJ 4 5-8 0 M 50.00 Mptical

M JUN 1 DJ 4 5-8 1 M 50.00 Known

M JUN 2 1 DJ 4 5-8 2 M 11 7.26 Mestra

M JUN 2 3 DJ 4 5-8 3 M 12 7.20 Do

M JUN 2 8 DJ 4 5-8 5 M 72 1.60 Albred

M JUN 2 9 DJ 4 5-8 6 M 78 9.9 1 2-W me

M JUN 2 9 DJ 4 5-8 6 M 75.00 Refield

M JUL 1-D1 405-8 7 M 75.00 Refield

1277. 76

137. 20

1646 91

3061.87

HHL

111

1277.76. 137.20 164691 3061.87

1

Docking 1	No. 4587			June & Ju	ly	1949
Name of	Vessel Anchor Barge #15	Gross Reg. 7 51 Cargo — Lo		39 x 42"		
	The Port of Portland Bill to S/S John Undocking Started:					
11:03	Aм. 6/29 19.49 м. 19.	Pontoons Nos.		5 Dock No.		KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT		GENERAL DESCR	IPTION OF WORK	ζ
6/30	Lift day ends 11:03 AM					
	39 tons @ .20 Min. Charge	50.00				
7/1	1st lay day ends 11:03 AM Min. charge	25.00				
		75.001				
	Above Anchor Barge #15 damaged in					
	collision with S/S John M Schofield					
	at The Port of Portland Dry Docks					
	June 29, 1949					
	Chargable To:					
	S/S John M. Schofield & Operators					
	Send billing to:					
1	American-Hawaiian S/S Co.					
/	The state of the s					
				2-		
	Compiled by	EC Apr	proved by	Entere	ed 3 0 1949	7/8/49

PURCHASE ORDER

ORDERED FOR

NORTHWEST MARINE IRON WORKS

2516 N.W. 29TH AVENUE PORTLAND 10. OREGON

DATE TERMS.

F. O. B.

SHIP VIA.

DATE WANTED

PRICE

UNIT

DISCOUNT

QUANT. UNIT ITEM

y dock Vessel formish facilities

DESCRIPTION

INSTRUCTIONS

Our purchase order number must appear on all invoices, correspondence, shipping papers, including freight bills and bills of lading, and all packages.

PURCHASE ORDER No. 69619

NORTHWEST MARINE IRON WORKS

PURCHASING AGENT

Docking No. 4586		June 19_49
Name of Vessel Tug Pauline	Gross Re	g. Tonnage: 252
	Cargo —	Long Tons:
Ordered by Floating Marine Ways Bill to Docked: Undocking Started: 11:46 M. 6/28 19 49 8:07 M. 6/30	Lifted on:	Repairs by Same 4-5 Dock No. 2 18067 James, Kerns & Abbott CO. Portland
DATE DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/29 Lift day ends 11:46 AM 252 tons @ .20	50.40	Changed propeller and inspected shafts. Painted hull.
1/4 of 1st lay day ends 5:46 PM 252 tons @ .10 X 1/4		
Min. fractional lay day charge	10.00	
		Vessel arrived pier N-3 at 10:34 AM 6/28
Vessel ready to undock 4:30 PM 6/29		Vessel departed from dock #2 at 8:45 AM 6/30
Compiled by	EC	Approved Billed JUN 3 0 1949 Billed

Docking N	o. 4585		June 19.49
Name of V	essel S/S John M. Schofield	Gross R	eg. Tonnage: 7181
		Cargo —	- Long Tons:
Ordered by	Northwest Marine Iron Works to s	ame	Repairs by. Same
Docked:	Undocking Started:	Lifted on:	
7:45P	м. 6/27 19.49 9:00P м. 6/28 19.	49Pontoons Nos.	Dock No. 1 18087 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/28	Lift day ends 7:45 PM 7181 tons @ .10	718.10	Washed, cleaned & painted hull. Inspected propeller and tail shaft. Inspected anchor chains.
		710.10	Chains
	1/6 of quarter of 1st lay day ends	wa 02	
	8:45 PM 7181 @ .01 x 1	71.81	
		789.914	
			Vessel arrived pier N-2 at 4:40 PM 6/27
			After undocking, vessel tied to pier S-1
	Vessel ready to undock 8:45 PM 6/28		at 9:57 PM 6/28
			Vessel departed from pier S-1 at 5:10 AM 6/29
	Compiled by		Approved by Sun 3 0 1949 7 8 49

THE PORT OF PORTLAND-DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No	04004		June 19 49
Name of Ve	essel S/S Alexander Woollcott	Gross Re	eg. Tonnage: 7216
Ordered by	Works, Albina Engine & Machine Bill to		Long Tons: Same
Docked:	Undocking Started:	Lifted on:	Repairs by
	M. 6/27 19 49 7:27 M. 6/28 19		
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
/28	Lift day ends 9:26 AM		Washed, cleaned & painted hull. Inspected
	7216 tons @ .10	721.60 ,	propeller & tail shaft.
			Vessel arrived pier S-2 at 6:50 AM 6/27
			After undocking, vessel tied to pier B-2
			at 8:25 AM 6/28
	Vessel ready to undock 6:50 AM 6/28		
	Compiled by	EC	Approved by Billed JUH 3 0 1948 7///

Docking No. 4583		June ₁₉ 49
Name of Vessel Tug Shaver	Gross R	eg. Tonnage: 424
	Cargo -	- Long Tons;
Ordered by Western Transportation Co.Bill to. Docked: Undocking Started: 10:06A M 6/21 1949 11:43A M 6/23 1	Lifted on:	Repairs by Albina Engine & Machine Wks 4-5 Dock No. 2
DATE DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/22 Lift day ends 10:06 AM 424 tons @ .20	84.80	Changed propeller, renewed rudder and installed short plank in hull.
6/23 lst lay day ends 10:06 AM 424 tons @ .10 2/6 of quarter of 2nd lay day ends 12:06 PM 424 tons @ .01 X 2	42.40	
Min. fractional lay day charge	10.00	Vessel arrived pier S-2 at 8:55 AM 6/21
Vessel ready to undock 11:30 AM 6/23		Vessel tied to pier S-2 at 12:42 PM 6/23 after undocking.
		Vessel departed from pier S-2 at 1:10 PM 6/23
Compiled by	TO	Approved by Entered Billed

THE PORT OF PORTLAND-DRY DOCK

DOCKAGE COMPILATION SHEET

Docking N	vo.4582		June	49
Name of V	Vessel Tug Jean	Gross R	eg. Tonnage: 533	
		Cargo —	- Long Tons;	Works
Ordered b	yWestern Transportation Co. Bill to.	same	Repairs by Albina Eng:	
Docked:	Undocking Started:	Lifted on:		
11:134	м. 6/20 1949 1:12 Рм. 6/21	19. 49 Pontoons Nos.	4-5 Dock No.	1 8067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF	
6/21	Lift day ends 11:13 AM		Washed, cleaned & painted hu	ll. Changed
	533 tons @ .20	106.60	two rudders. Faired hull on	Starboard
	2/6 of quarter of 1st lay day ends		side.	
	1:13 PM 533 tons @ .01 x 2	10.66		
		117.26		
			Vessel arrived pier N-2 at 8:	50 AM 6/20
			Aftervundocking, vessel tied	to pier N-2
	Vessel ready to undock 1:00 PM 6/21		at 1:50 PM 6/21	
			Vessel departed from pier N-6/21/49	2 at 3:30 PM
		•		
			m_{I}	^
	Compiled by	EC	Approved by Entered	Billed Mh

THE PORT OF PORTLAND-DRY DOCK

DOCKAGE COMPILATION SHEET

Docking l	vo. 4581			June	19. 49
Name of	Vessel Tug Knappton		Gross R	eg. Tonnage:76	
			Cargo -	- Long Tons:	
Docked:	yKnappt on Towboat Co "BUNDOCKING Started: M. 6/16 1949 3:07 PM.		Lifted on:	1	
DATE	DOCKAGE		AMOUNT	GENERAL DESCRIPTION	18067 JAMES, KERNS & ABBOTT CO. PORTLAND OF WORK
6/17	Lift day ends 9:30 AM 76 tons @ .20 Min. Charge	9	50.00 4	Spot calked hull and groubled blades.	nd propeller
				Vessel arrived pier N-2 at	7:52 AM 6/16
	Vessel ready to undock 3:0	O PM 6/16		Vessel departed from dock #	1 at 3:27 PM 6/16
		Compiled by	EC	Approved by Entered JUN 24 1	949 6/20/49

Docking	No. 4580		June 19. 49
Name of			Long Tons:
Ordered	byUpper Columbia Towing Co. Bill to Undocking Started:		Repairs by Floating Marine Ways
8:35	Ам. 6/9 1949 6:06Р м. 6/9 19	49 Pontoons Nos	5 Dock No. 2 18067 Janes, Kerns & Abbott Co. Portland
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/10	Lift day ends 8:35 AM 127 tons @ .20 Min. charge	50.00%	Pulled propellers & tails shafts. Chamged one tail shaft and three propellers.
			Vessel arrived pier S-2 at 8:06 AM 6/9
	Vessel ready to undock 6:00 PM 6/9		After undocking, vessel tied to pier S-2 at 6:30 PM 6/9
			Vessel departed from pier S-2at 10:35 PM 6/9
	Compiled by		Approved by Entered Billed

Docking No. 4579		June 19 49
Name of Vessel Tug Pearl	Gross Re	g. Tonnage: 44
	Cargo —	Long Tons:
Ordered by Shaver Transportation Co. Bill to Sam Docked: Undocking Started: 9:00 A M. 6/7 19 49 9:45 A M. 6/10 19	Lifted on:	Repairs by SAMe 5 Dock No. 1 18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/8 Lift day ends 9:00 AM 44 tons @ .20 Min. charge	50.00	Renewed 9 frames and 3 planks. Calked.
6/9 1st lay day ends 9:00 AM 44 tons @ .10 Min. charge 6/10 2nd lay day ends 9:00 AM	25.00	
44 tons @ .101 Min. charge 1/6 of 1/4 of 3rd lay day ends	25.00	
10:00 AM . Min. fractional lay day		
charge	10.00	
	110.00	Vessel arrived pier S-l at 8:25 AM 6/7
Vessel ready to undock 9:45 AM 6/10		Vessel departed from Dock #1 at 10:08 AM 6/10
Compiled by		Approved by Entered Billed JUN 24 1949 6 20/49

Docking N	o. 4578		June	19_49
Name of V	essel S/S Peter J McGuire	Gross Re	eg. Tonnage: 7181	
Ordered by	Works. Walbina Engine & Machine "Bill to		Long Tons: Repairs by	
Docked:	Undocking Started:	Lifted on:	Repairs by	
	P.M. 5/31 19.49 12:38PM 6/1 19	49 Pontoons Nos.	all Dock No.	2 18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRI	IPTION OF WORK
6/1	Lift day ends 3:30 PM		Washed, cleaned & paint	ted hull. Repaired
	7181 tons @ .10	718.10,	rudder.	
		•		
			Vessel arrived pier S-2	2 at 1:15 PM 5/31
			After undocking, vesse	l tied to pier S-2
			at 1:50 PM 6/1	
	W monday to undook 19:05 DW 6/1		Vessel departed from p	ler S-2 at
	Vessel ready to undock 12:05 PM 6/1		2:03 PM 6/1	
			121	
	Compiled by		Approved by Entere	d Billed 6/6/49

PURCHASE ORDER

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE. PORTLAND 12, OREGON

PURCHASE ORDER Nº 88682 SHIP TO ACCOUNT NO. 50333 DEPT. ORDERED BY DESCRIPTION QUANTITY UNIT PRICE AMOUNT

Nº 88682

PURCHASIN AGENT

Docking I	No. 4577	May & June 19.49	
Name of V	Vessel Tug James S Polhemus	Gross Re	eg. Tonnage: 102
		Cargo —	Long Tons:
Docked:	Undocking Started: AM. 5/31 1949 11:03AM. 6/3 19	Lifted on:	
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/2 6/3	Lift day ends 11:10 AM 102 tons @ .20 Min. charge 1st lay day ends 11:10 AM Min. chg. 2nd " " 11:10 AM " "	50.00 25.00 25.00 100.00 L	Washed, cleaned & painted hull. Repaired propeller & rudder. Installed sheet metal around stern.
			Vessel arrived pier N-2 at 9:25 AM 5/31 Vessel departed from Dock #2 at 11:23 AM
	Vessel ready to undock 11:00 AM 6/3		6/3
	Compiled by	EC	Approved by Entered JUN 24 1949 Billed 9 140

CONTRACT NO. (If any) DEPARTMENT OF THE ARMY 7/3 19 NO. OF SHEETS PURCHASE ORDER SHEET ORDER NO. LAB/bs 34169 ISSUED BY: 1 1 PACKAGES AND PAPERS RELATING TO THIS ORDER. Corps of Engineers, 628 Pittock Block, Portland 5, Oregon TO: (Contractor and address; also factory address, if required) PAYMENT WILL BE MADE BY DISBURSING OFFICER, 628 Pittock Block, The Port of Portland, Portland 5, Oregon 916 Spaulding Building, INVOICE FOR PAYMENT WILL BE MAILED TO: Portland 4, Oregon District Engineer, Corps of Engineers, 628 Pittock Block, Portland 5, Oregon THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT ARE AUTHORIZED BY, ARE FOR THE FURPOSES SET FORTH IM, AND ARE CHARGEABLE TO THE FOLLOWING ALLOYMENTS, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF. SHIP TO: L. M. Lickel, U. S. Engineer 21x3000 Plant IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B. Portland, Oregon METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, VIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER. PRESEURDER - STEELE -Net SCHEDULE OF DELIVERIES INSPECTION POINTS 5/31/49 & 6/1-2-3/49 SUPPLIES OR SERVICES ITEM NO. UNIT PRICE Services May 31, June 1, 2, &3, 1949 for drydocking the U. S. Tug Polhemus, cluding incidental charges connected therewith. job 115.18 115.18 Section 2(c)(3) of Armed Services Procurement Act, Public Law 413, 80th Congress SPECIFIC PURPOSE: Tugo Polhemus of not 1400X3- SMOITINIPER .81 wise stated herein, the term "Contracting Officer" B. C. Kellogg,

DATE

CONDITIONS SHOTTING

PURCHASE ORDER .

I. VENDOR'S INVOICES.—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government number for articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three cooles of the invoice:

(YEN TET TON TOARTHOD NO

21 certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the Involve is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be, if State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

- 2. DISCOUNTS.—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contrastor. Is received if the latter date is later than the date of delivery.
- 3. PAYMENTS.—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, it any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries se warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.
- 4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective-in-material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.
- 5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.
- 6. NOTICE OF SHIPMENTS.—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.
- 7. TAXES.—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: Provided, however. That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.
- 8. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section I of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract, Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.
- 9. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subconfracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract. Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

- 10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.
- 11. CHANGES.—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.
- 12. DELAYS—DAMAGES.—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.
- 13. DISPUTES.—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.
- 14. ASSIGNMENT OF RIGHTS HEREUNDER .- This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not abready paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office: (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) Ne assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Centracter.
- 15. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bena fide established commercial or acting agencies maintained by the Contractor for the purpose of securing business.
- 17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been mined produced in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.
- 13. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

Docking N	10. 4576		May & June 19 49
Name of V	Vessel Derrick Barge #501		120' x 34' x 7'-6" Long Tons:
	y.U.S. Engineers Bill to		Repairs by Same
Docked:	Undocking Started: AM. 5/31 1949 2:50P M. 6/3 1949	Lifted on:	Dock No. 18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/1	Lift day ends 10:20 AM 306 @ .20	61.20	Washed, cleaned & painted hull. Electric
6/2	1st lay day ends 10:20 AM 306 @ .10	30.60	welded on hull.
6/3	2nd " " 10:20 AM 306 @ .10	30.60	
	1/4 of 3rd lay day ends 4:20 PM 306 @ .10 X 1/4		
	Min. fractional layday charge	10.00	
		132.40 L	
			Barge arrived pier N-2 at 9:20 AM 5/31
	Barge ready to undock 2:45 PM 6/3		Barge departed from Dock #1 at 3:17 PM 6/3
	Compiled by		Approved by Entered JUN 24 1949 6/10/49

	DEDARTMENT OF THE ARMY		DATE		CONTRACT NO. (If any)
	DEPARTMENT OF THE ARMY	CONE	7/1	19		
	PURCHASE ORDER	1657/	SHEET NO.	NO. OF SHEETS	ORDER NO.	100
	LAB ONVIOT LABORS -The Contractor shall me surela BA AAL un	to Some fold in	ellimeter b			68 over smed
UED BY		flolas: quantities	to Trie r	Tom Live 3		RELATING TO THIS OR
	Corps of Engineers,	sweds ad His tree	REQUISITI	ION NO.	lmen united to the Lab	idal behavive bpo, e
628 Pittock Block, Portland 5, Oregon		no nwois sid-like	regular made we Go 5755 tills of tading. The following contribute			
(Co	ntractor and address; also factory address, if required)	need lon and need	PAYMEN	NT WILL	BE MADE BY DISB	URSING OFFIC
l lous-s	the time required for its performance, an equitable adjustment hell be made	d inhor standards.	es notionbox	d meet team o	628 Pittock Block	kyrutate for rent the
The Port of Portland, unlike the state of Both 916 Spaulding Building, Portland 4, Oregon		bun thilw beilings	INVOICE FOR PAYMENT WILL BE MAILED TO: District Engineer, Corps of Engineers,			
		ribbon typed copy,				
TO:	e as to which there has been delay, and may hold the Contractor Hoble for an	10 _ 45 to 50 mag _ 500			ERVICES TO BE OBTAIN	
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VENDOR'S INVOICES, Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

ortify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, If typed). When the involve is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," of "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

- 2. DISCOUNTS .- Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, Is received If the latter date Is later than the date of delivery.
- 3. PAYMENTS:—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services all it rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the centract.
- 4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or werkmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials-or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price. Tol Cas
- 5. VARIATION IN QUANTITIES .- Unless otherwise specified, any variation in the quantitles herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.
- 6. NOTICE OF SHIPMENTS .- At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may-require.
- 7. TAXES .- Unless otherwise Indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.
- 8. WALSH-HEALEY ACT .- If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section I of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby Incorporated and made a part of this contract with the same force and effect as if fully set forth In the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.
- 9. ANTI-DISCRIMINATION .- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partmership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract: Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract,

PURCHASE ORDER 10. CONVICT LABOR .- The Contractor shall not employ any person undergoing sentence

- 11. CHANGES .- Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or speoffications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be medified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.
- 12. DELAYS-DAMAGES .- If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation ofder issued by the Government er any other act of the Government.
- 13. DISPUTES .- Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Centractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently preceed with the performance of this contract.
- 14. ASSIGNMENT OF RIGHTS HEREUNDER .- This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret; confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Centracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certifled by the Contractor.
- 15. OFFICIALS NOT TO BENEFIT .- No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 16. COVENANT AGAINST CONTINGENT FEES .- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured artieles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.
- 13. DEFINITIONS.—Except for the original signing of this contract, and except as other-wise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.